

<i>SERFF Tracking Number:</i>	<i>ELAS-125756003</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39805</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>EQUI-VEST SERIES TSA and TSU</i>		
<i>Project Name/Number:</i>	<i>EQUI-VEST SERIES TSA and TSU/2008TSA(200)</i>		

## Filing at a Glance

Company: AXA Equitable Life Insurance Company

Product Name: EQUI-VEST SERIES TSA and TSU    SERFF Tr Num: ELAS-125756003    State: ArkansasLH

TOI: A02.11 Individual Annuities- Deferred Non-    SERFF Status: Closed    State Tr Num: 39805  
Variable and Variable

Sub-TOI: A02.11.002 Flexible Premium    Co Tr Num:    State Status: Approved-Closed

Filing Type: Form    Co Status:    Reviewer(s): Linda Bird

Author: Allison LaChapelle    Disposition Date: 08/04/2008

Date Submitted: 07/31/2008    Disposition Status: Approved

Implementation Date Requested: 09/13/2008    Implementation Date:

State Filing Description:

## General Information

Project Name: EQUI-VEST SERIES TSA and TSU

Project Number: 2008TSA(200)

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Due to a recent change in law, the state of New York no longer requires filing of this type of form for use outside of New York. Instead, New York now requires that we file annually, a list identifying and describing the policy forms issued by us for delivery outside New York.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 08/04/2008

State Status Changed: 08/04/2008

Corresponding Filing Tracking Number:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

SERFF Tracking Number: ELAS-125756003 State: Arkansas  
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 39805  
Company Tracking Number:  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: EQUI-VEST SERIES TSA and TSU  
Project Name/Number: EQUI-VEST SERIES TSA and TSU/2008TSA(200)

#### Filing Description:

Please see the attached Filing Letter.

## Company and Contact

#### Filing Contact Information

Gregory Prato, Assistant Vice President gprato@mony.com  
1290 Avenue of the Americas, 14th Floor (212) 314-5710 [Phone]  
New York, NY 10104 (212) 314-4561[FAX]

#### Filing Company Information

AXA Equitable Life Insurance Company	CoCode: 62944	State of Domicile: New York
1290 Avenue of the Americas, 14-10	Group Code: 968	Company Type: LIFE Insurance
New York,, NY 10104	Group Name:	State ID Number:
(212) 314-2921 ext. [Phone]	FEIN Number: 13-5570651	
	-----	

## Filing Fees

Fee Required? Yes  
Fee Amount: \$20.00  
Retaliatory? No  
Fee Explanation: We are filing 1 Endorsement for approval. 1 x \$ 20.00 =  
\$ 20.00  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXA Equitable Life Insurance Company	\$20.00	07/31/2008	21715516

<i>SERFF Tracking Number:</i>	<i>ELAS-125756003</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39805</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>EQUI-VEST SERIES TSA and TSU</i>		
<i>Project Name/Number:</i>	<i>EQUI-VEST SERIES TSA and TSU/2008TSA(200)</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Linda Bird	08/04/2008	08/04/2008

<i>SERFF Tracking Number:</i>	<i>ELAS-125756003</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39805</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>EQUI-VEST SERIES TSA and TSU</i>		
<i>Project Name/Number:</i>	<i>EQUI-VEST SERIES TSA and TSU/2008TSA(200)</i>		

## Disposition

Disposition Date: 08/04/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ELAS-125756003 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 39805

Company Tracking Number:

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable

Product Name: EQUI-VEST SERIES TSA and TSU

Project Name/Number: EQUI-VEST SERIES TSA and TSU/2008TSA(200)

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Filing Letter		Yes
Supporting Document	Memorandum of Variable Material		No
Form	TSA ENDORSEMENT		Yes

SERFF Tracking Number: ELAS-125756003 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 39805

Company Tracking Number:

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable

Product Name: EQUI-VEST SERIES TSA and TSU

Project Name/Number: EQUI-VEST SERIES TSA and TSU/2008TSA(200)

## Form Schedule

Lead Form Number: 2008TSA(200)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	2008TSA(200)	Policy/Contract	TSA ENDORSEMENT Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			2008TSA(200) TSA Endorsement SERIES 200 (POE and 403 regs 7-28-08- FINAL).pdf

## AXA EQUITABLE LIFE INSURANCE COMPANY

### TSA ENDORSEMENT

In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company (“AXA Equitable”) and “you” and “your” mean the Owner.

This Endorsement, which is attached to and made a part of your Contract, amends your Contract as follows:

#### ***PART I – DEFINITIONS***

**SECTION 1.00, AGREEMENT.** *This Section is deleted in its entirety.*

**SECTION 1.02, ANNUITY.** *This Section is deleted in its entirety and is replaced with Section 1.08, “Contract”.*

*The following new Section is added:*

**SECTION 1.04A APPLICABLE TAX CHARGE.** “Applicable Tax Charge” means a charge that we determine, which is designed to approximate certain taxes that may be imposed on us, including but not limited to premium taxes that may apply in your state. We will deduct any such Applicable Tax Charge from amounts applied to an Annuity Benefit in accordance with Section 3.04. If the tax to which the Applicable Tax Charge relates is imposed on us at a time other than when amounts are applied to an Annuity Benefit, we reserve the right to deduct the Applicable Tax Charge from Contributions, Withdrawals or Termination payments in Part II.

#### **SECTION 1.05 CASH VALUE.**

*The following language is added at the end of the existing provision:*

Cash Value is also reduced by the amount of the entire unpaid balance of any loan, including interest due but not paid.

*The following language replaces the existing language in the Section:*

**SECTION 1.07 CODE.** The term “Code” means the Internal Revenue Code of 1986, as amended at any time, or any corresponding provisions of prior or subsequent United States revenue laws. References to “the Code” in this Contract include references to applicable Federal income tax Regulations.

*The following language replaces the existing language in the Section:*

**SECTION 1.08 CONTRACT.** The term “Contract” means this Contract, which is intended to qualify as an annuity contract that meets the requirements of Section 403(b) of the Code, and is

intended to be purchased in connection with an employer's plan under Section 403(b) of the Code.

*The following language replaces the existing language in the Section:*

**SECTION 1.11 CONTRIBUTION.** The term "Contribution" means a payment made to us for you with respect to a Contract purchased for you under the Plan.

*The name of this Section is changed from "Elective Deferrals" to "Elective Deferral Contributions" and is revised as follows:*

**SECTION 1.13 ELECTIVE DEFERRAL CONTRIBUTIONS.** The term "Elective Deferral Contributions," means "Salary Reduction" Contributions under Section 402(g) of the Code, and also includes "Roth Elective Deferral Contributions" or "Roth Salary Reduction Contributions" which are designated Roth Contributions under Section 402(g) and 402A of the Code, any of which may be made under the Plan and forwarded to us by the Employer or the Employer's Designee.

*The following language replaces the existing language in the Section:*

**SECTION 1.15 EMPLOYER.** The term "Employer" means the entity which sponsors a 403(b) plan and that makes Contributions on your behalf to purchase this Contract. An Employer must be either: (i) an organization described in Section 501(c)(3) of the Code which is exempt from Federal income tax under Section 501(a) of the Code; or (ii) a State, political subdivision of a State, or an agency or instrumentality of any one or more of the foregoing, in connection with services performed by an employee for an educational organization described in Section 170(b)(1)(A)(ii) of the Code.

*The following new Section is added:*

**SECTION 1.15A EMPLOYER'S DESIGNEE.** The term "Employer's Designee" includes any person(s) authorized and designated by the Employer to act on behalf of the Employer in the specified functions under the Plan, as communicated to us in documentation acceptable to us.

**SECTION 1.16A, 403(B) ARRANGEMENT,** *the language in Section 1.16A is deleted in its entirety and replaced with the following new Section:*

**SECTION 1.16A 403(b) CONTRACT.** "403(b) Contract" means a nontransferable annuity contract as defined in Section 403(b)(1) of the Code, established for each plan participant by the employer sponsoring a 403(b) plan, or by each participant individually, which is issued by an insurance company qualified to issue annuity contracts in this State, and that includes payment in the form of an annuity, and which is intended to be purchased in connection with an employer's plan under Section 403(b) of the Code.



*The following new Section is added:*

**SECTION 1.16B. 403(b) PLAN FUNDING VEHICLE.** “403(b) Plan Funding Vehicle” means any of the following: (i) 403(b) Contract, (ii) a custodial account under Section 403(b)(7) of the Code, or (iii) any other investment permitted under the Code as a funding vehicle for a 403(b) plan.

*The following language replaces the existing language in the Section:*

**SECTION 1.20 NORMAL FORM.** Unless the terms of the Plan require a different form, the term “Normal Form” of annuity benefit, the term under this Contract means (i) if you have a living spouse at the Retirement Date, the Fixed Annuity Benefit payable on the Joint and Survivor Life Annuity Form with such spouse as the contingent annuitant (with 100% of the monthly amount payable to your spouse), and (ii) if you do not have a living spouse at the Retirement Date, the Fixed Annuity Benefit payable on the Life Annuity Form.

*The following new Section is added:*

**SECTION 1.20A OWNER.** The term “Owner” means the person shown as such on page 3 of the Contract or any successor owner under the terms of this Contract. The Owner of this contract cannot be changed.

The Owner and the Annuitant must be the same individual.

*The following language replaces the existing language in the Section:*

**SECTION 1.22 PLAN.** The term “Plan” means a plan established, maintained and intended to qualify under Section 403(b) of the Code by an Employer for the purchase of annuity contracts under Section 403(b) of the Code for its employees. An “ERISA Plan” is a Plan subject to Title I of the Employee Retirement Income Security Act of 1974 (“ERISA”).

*The following new Section is added:*

**SECTION 1.22A PLAN ADMINISTRATOR.** The term “Plan Administrator” means the person designated as such, and as reported to us by the Employer.

*The following language replaces the existing language in the Section:*

**SECTION 1.23 PROCESSING OFFICE.** The term “Processing Office” means our location at P.O. Box 4956, Syracuse, New York 13221-4956, or such other location as we shall designate by advance written notice to the Employer, the Employer’s Designee, as applicable, and to you.

*The following new Section is added:*

**SECTION 1.23A REQUIRED MINIMUM DISTRIBUTION PAYMENTS.** “Required Minimum Distribution Payments ” means the payments from or with respect to this Contract that are required by Sections 403(b) and 401(a)(9) of the Code and which are described in the Section, “Required Minimum Distribution Rules.”

*The following language replaces the existing language in the Section:*

**SECTION 1.24 RETIREMENT DATE.** The term “Retirement Date” means the date on which you attain your retirement age as shown on page 3 of this Contract. Before the Retirement Date you may elect to change the Retirement Date to another Retirement Date, which may be any date after the filing of the election (other than the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> day of any month). The Retirement Date selected either initially or by later change must be in accordance with the terms of the Plan. Any election for such change must be made in writing by you and shall not take effect until received by us at our Processing Office.

You may not choose a Retirement Date later than our maximum maturity age (currently age 90), unless required by State law. If you choose a Retirement Date later than the age when you must begin taking minimum distributions required under Section 403(b) and 401(a)(9) of the Code, you must make withdrawals from, or with respect to, this Contract as described in Section 3.07 (“Required Minimum Distribution Rules--Payments During Your Life.”)

*The following language replaces the third paragraph of the existing Section*

**SECTION 1.25 SEPARATE ACCOUNT.** The Separate Account consists of “Investment Divisions.” Each Investment Division may invest its assets in a separate class (or series) of shares of a designated Trust where each class represents a separate portfolio in the Trust. We reserve the right to change the designated trust or investment company or to add designated trusts or investment companies. The Investment Divisions available under the Contract as of the Contract Date are shown in the Contract or Page 3, as applicable. The Guaranteed Interest Division is not a part of the Separate Account, but rather is an asset of our General Account.

*The following language replaces the last paragraph of the existing Separate Account Section*

Assets of the Investment Divisions attributable to this Contract will be subject to a daily charge (after any deductions to provide for any applicable tax charges) at a rate not to exceed 1.49% for the [EQ/AllianceBernstein, Common Stock and EQ/Money Market] Investment Divisions and 1.34% for all the other Investment Divisions for financial accounting, death benefits, mortality risk, expenses and expense risk. The charge will be made in accordance with Subsection (c) of the Net Investment Factor provision in Section 1.26. The relative proportion of these charges may be modified.

With respect to the AXA Moderate Allocation, Multimanager Aggressive Equity, [EQ/AllianceBernstein, Common Stock and EQ/Money Market] Investment Divisions the combined amount of Separate Account A charges to these Investment Divisions and Trust charges for investment advisory fees and direct operating expenses may not exceed a total annual rate of 1.75% of the value of the assets held in each of those Investment Divisions. The 1.75% maximum does not apply to any other Investment Division other than those referenced in this paragraph. This maximum rate may not be altered without your approval. If there are any changes to the Investment Divisions you will be notified.

## ***PART II – ANNUITY ACCOUNT VALUE***

*The following language replaces the existing language in the Section:*

### **SECTION 2.01 CONTRIBUTIONS.**

*General.* We indicate in this Section any limits on the type, source or amount of Contributions we will accept.

The Employer makes Contributions to this Contract under the terms of the Plan. You are to specify the amount to be allocated to each Division.

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications. If we determine that an Applicable Tax Charge applies to Contributions, we reserve the right to reduce Contributions by the amount of any Applicable Tax Charge before Contributions are allocated among the Divisions under the Contract.

- A. *Contributions to be made by the Employer or Employer’s Designee.* All Contributions to this Contract must be remitted by the Employer or the Employer’s Designee unless they are direct transfer Contributions or rollover Contributions. Direct transfer or rollover Contributions may not be made to this Contract unless permitted by the Plan, and the Employer or the Employer’s Designee documents approval in a manner acceptable to us. A “rollover contribution” is one permitted by any of the following Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A “direct transfer” contribution is the transfer of amounts to this Contract directly from another contract exchanged under the same plan or a plan-to-plan transfer.
- B. *Limits on Contributions; Corrections of excess Contributions.* Contributions to the Contract (other than any rollover or direct transfer Contributions which are permitted under the Plan ) are limited. Annual additions to the Contract cannot exceed the applicable limitations of Section 415 of the Code.

Salary Reduction Contributions are “Elective Deferral Contributions” and cannot exceed the elective deferral limitation under Section 402(g) of the Code that applies to the Contract and all other plans, contracts or arrangements with your Employer. If Elective Deferral Contributions

made for you for any calendar year exceeds the permissible limitation for you for the year, then the amount of the excess Elective Deferral Contributions and any allocable net income or loss will be distributed to you by April 15 of the following calendar year or such later date that may be prescribed by the Code.

Corrective distributions of amounts in excess of amounts permitted to be contributed to the Contract are subject to Withdrawal Charge, unless otherwise specified in the Contract.

If we are notified or we determine that any Contributions would cause this Contract not to qualify under Section 403(b) of the Code, we reserve the right to either (i) refuse to accept any such Contributions or (ii) separately account for such Contributions and any allocable net income in a nonqualified deferred annuity contract or other permissible contractual arrangement for the exclusive benefit of you and your beneficiaries.

We are not responsible for determining the permissible amount of Salary Reduction Contributions or any other Contributions which may be made under the Plan for you. We will make corrective distributions or separate allocations of amounts reported to us as being excess Contributions if reported in a manner acceptable to us by the Employer or the Employer's Designee.

C. *Sources or Types of Contributions to the Contract.* Before making Contributions to the Contract the Employer or the Employer's Designee will report in a manner acceptable to us the types or sources of Contributions it may make or permit to be made to the Contract under the Plan. We do not accept any Contributions unless we have documentation acceptable to us that such Contribution is permitted under the Plan.

Unless otherwise reported to us by the Employer regarding the terms of the Plan, and unless otherwise indicated in this Section, Contributions to this Contract may be made from the following sources or types of Contributions:

*(1) Contributions remitted by the Employer or the Employer's Designee:*

Salary Reduction Contributions made on a pre-tax basis, including "catch-up" contributions under Sections 402(g) or 414 of the Code;

Salary Reduction Contributions which are designated Roth contributions under Section 402A of the Code, including "catch-up" contributions under Sections 402(g) or 414 of the Code;

Employer matching contributions under Section 401(m) of the Code;

Employer non-matching contributions under Section 415 of the Code; and

Non-Roth employee after-tax contributions under Section 415 of the Code.

If Roth Elective Deferral Contributions are made, as reported to us by the Employer or the Employer's Designee, we will maintain a Roth Elective Deferral Contribution separate account under this 403(b) Contract. Income, gains, losses, and any other amounts credited or charged under this 403(b) Contract will be separately allocated to the Roth Elective Deferral Contribution separate account on a reasonable and consistent basis. Employer Contributions may not be allocated to the Roth Elective Deferral Contribution separate account. The separate accounting requirement will apply from the time any Roth Elective Deferral Contribution is made and ends only when all amounts in the Roth Elective Deferral Contribution separate account are completely distributed in accordance with the terms of this 403(b) Contract.

*(2) Contributions not remitted by the Employer or the Employer's Designee:*

Direct transfer Contributions that are contract exchanges under the same plan;

Plan-to-plan direct transfer Contributions; and

Rollover Contributions from another eligible retirement plan.

In the case of direct transfer Contributions, we must receive documentation acceptable to us of the source or type of separately-accounted-for amounts directly transferred to this contract. In the case of rollover Contributions, we must receive documentation as to the amounts, if any, of non-Roth after-tax employee contributions and designated Roth contributions rolled over to this Contract.

A direct transfer Contribution is a direct transfer of funds from another 403(b) plan or another 403(b) Plan Funding Vehicle under the same plan ("Transferred Funds"). If you make a direct transfer Contribution, you must inform us at the time of making the Contribution the portion, if any, of the Transferred Funds that is (a) exempt from restrictions on distribution described in the Section, "Restrictions on Withdrawals, Distributions and Payments" and (b) eligible for delayed distribution as described in the Section, "Required Minimum Distribution Rules". If you do not tell us, then we will treat all Transferred Funds as being subject to the applicable withdrawal, distribution and payment restrictions and minimum distribution requirements of the Code.

We will also accept any other type of contribution to a 403(b) plan permitted under the Code to which we and the Employer agree.

The Employer or the Employer's Designee must indicate the source or type of the Contribution to this Contract at the time the Contribution is made. We will separately account for the different types of Contribution sources, so that the restrictions on distribution described in the Section "Restrictions on Withdrawals, Distributions and Payments" apply separately to different types of Contributions as required or permitted by law.

We are not responsible for determining whether the Employer or the Employer's Designee has correctly characterized any type of Contribution. If the Employer or the Employer's Designee fails to indicate the source or type of the Contribution, we will treat the Contribution as being

subject the restrictions on distribution described in the Section “Restrictions on Withdrawals, Distributions and Payments” until you are severed from employment with the Employer.

*The following language replaces the existing language in the Section:*

**SECTION 2.05 TRANSFERS AMONG DIVISIONS.** You may request to transfer all or part of the amount held in an Investment Division to one or more of the other Investment Divisions. The request must be in a form we accept. All transfers will be made on the Transaction Date. Transfers are subject to the terms of Section 2.05A. With respect to the Investment Divisions, the transfers will be made at the Accumulation Unit Value for that Transaction Date.

We will not accept a request for a transfer of less than \$300, unless the Annuity Account Value is less than \$300.

The Investment Divisions consist of funds which are classified as either a “Type A” Investment Division or “Type B” Investment Division as indicated in the product prospectus.

Notwithstanding anything contained in this Contract to the contrary, if you have elected to have any of the Type “B” Investment Divisions made available (whether or not amounts have actually been placed in any such Investment Division), then the maximum amount which may be transferred in any Contract Year from the Guaranteed Interest Division to any other Investment Division (including Investment Divisions that are Type “A”), is:

- a) 25% of the amount you have in the Guaranteed Interest Division on the last day of the prior Contract Year or, if greater,
- b) the total of all amounts transferred at your request from the Guaranteed Interest Division to any of the other Investment Divisions in the prior Contract Year.

Amounts in any of the Type “B” Investment Divisions may be transferred among such Divisions and to any other of the Investment Divisions.

*The following new Section is added:*

#### **SECTION 2.05A TRANSFER RULES**

Transfer requests must be in writing in a form acceptable to us and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as the internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each service. We may provide information about our rules and the use of communication services in the contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communication services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a

Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

- (1) limit transfers among or to the Variable Investment Options to no more than once every 30 days;
- (2) require a minimum time period between each transfer into or out of one or more specified Investment Options;
- (3) reject transfer requests from a person acting on behalf of multiple Contract Owners pursuant to a trading authorization agreement that we have accepted; and
- (4) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of an Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.

*The following language replaces the existing language in the Section:*

**SECTION 2.06 TERMINATION OF THIS CONTRACT.** Subject to any restrictions under the terms of the Plan, including, for Plans subject to Title I of ERISA, if applicable, the spousal consent rules set forth in Section 3.06, the “Special Annuity and Spousal Consent” Section, you may elect, by written notice, to terminate this Contract. In addition, termination of the Contract is subject to the restrictions on distribution set forth in Section 2.10 of this Contract, the “Restrictions on Withdrawals, Distributions, and Payments” Section. We will determine the Cash Value as of the Transaction Date we receive your written election.

The payment of such Cash Value to you may be deferred by us in accordance with the provisions of Section 4.07.

Subject to the terms of the Plan, and the restrictions on distributions set forth in Section 2.10, we reserve the right to pay the Annuity Account Value under this Contract and terminate this Contract. This right may be exercised only if (i) you made no Contributions during the last three completed Contract Years and the Annuity Account Value is less than \$500, or (ii) you make a partial withdrawal that would result in your Annuity Account Value falling below \$500. We also reserve the right to terminate this Contract if no Contributions have been made within 120 days of the Contract Date shown on page 3 of this Contract.

Upon payment pursuant to this Section 2.06 or as set forth in the fourth paragraph of Section 2.07, the amount in the Divisions and the Annuity Account Value shall be zero. We will be released from any and all liability for payments with respect to the Contributions from which the Annuity Account Value arose.

If this Contract is terminated, surrendered or exchanged prior to your Retirement Date, any Applicable Tax Charges we have paid may be deducted. If we have previously deducted charges for applicable taxes from Contributions pursuant to Section 2.01, we will not again deduct

charges for the same taxes on terminations, unless a change in applicable law has occurred with respect to your Contract.

*The following language replaces the existing language in the Section:*

**SECTION 2.06A DIRECT ROLLOVER OPTION.** You may elect to have all or any portion of your Cash Value paid directly to another “eligible retirement plan” in a “direct rollover transaction” as these terms are defined in Sections 403(b), 402(c) and 401(a)(31) of the Code. A surviving spouse beneficiary described in Section 4.04, the “Beneficiary” Section of this Contract, may also elect a direct rollover of the Death Benefit described under Section 2.12, the “Death Benefit” Section of this Contract.

In order to elect this option all of the following requirements must be met:

- (a) The recipient of the distribution must be an eligible retirement plan maintained for your benefit (or for the benefit of your surviving spouse).
- (b) The distribution must not include any after-tax contributions under this Contract except as otherwise permitted under the Code.
- (c) The direct rollover option is not available to the extent that a minimum distribution is required under Section 401(a)(9) of the Code. (See the Section, “Required Minimum Distribution Rules”, below). We reserve the right to determine the amount of the Required Minimum Distribution. If you have elected a payment option under Part III of this Contract, “Annuity Benefits and Required Minimum Distributions”, which is either a life contingent annuity or pays substantially equal periodic payments for a period of ten years or more, the direct rollover option does not apply to those funds.
- (d) The direct rollover option is not available for a hardship distribution within the meaning of Section 402(c)(4)(C) of the Code.

Unless prohibited by the Plan, non-spousal death beneficiaries may directly roll over death benefits to a new inherited individual retirement arrangement as provided in the Code.

For purposes of Section 401(a)(31) of the Code, amounts in the Roth Elective Deferral Contribution account may be directly rolled over only to another plan maintaining a designated Roth contribution account or to a Roth IRA.

If the Plan permits contract terminations due to a small account balances, if the balance is more than \$1,000 and you do not elect to either (i) receive the distribution yourself, or (ii) specify an eligible retirement plan to receive the distribution in a direct rollover, then we will directly roll over the distribution to an individual retirement plan designated by the Employer or the Employer’s Designee.



*The following language replaces the existing language in the Section:*

**SECTION 2.07 PARTIAL WITHDRAWALS.** Subject to any applicable restrictions under the terms of the Plan, and the restrictions on distributions set forth in Section 2.10, the “Restrictions on Withdrawals, Distributions and Payments” Section, you may elect, by written notice to us, to make a partial withdrawal from the Divisions. For Plans subject to Title I of ERISA, partial withdrawals may be subject to the spousal consent rules if applicable, set forth in Section 3.06, the “Special Annuity and Spousal Consent” Section.

If permitted by the Plan, and as reported to us by the Employer or the Employer’s Designee, you may choose the source of a transaction, that is, whether a withdrawal, transfer, loan or other distribution permitted under the Plan and this 403(b) Contract will be made from the Roth Elective Deferral Contribution separate account or from other accounts maintained under this Contract.

Following receipt of your written notice, we will pay the lesser of the Cash Value, (less any funds restricted pursuant to Section 2.10, the “Restrictions on Withdrawals, Distributions and Payments” Section, or Section 2.13, the “Loans” Section), or the amount of partial withdrawal requested to the person entitled to receive such payment as you designate to us in writing. The amount paid plus any withdrawal charge applicable pursuant to Section 2.08 will be withdrawn from the amounts you have in the Divisions. Unless instructed otherwise, the amount withdrawn (including any withdrawal charge) will be allocated among the divisions in proportion to the amounts that you have in such Divisions.

Upon any partial withdrawal payment, we will be released from any and all liability for payments with respect to the Contributions from which the amounts so withdrawn arose. Partial withdrawal payments may be deferred by us in accordance with the provisions of Section 4.07.

We may decline to accept a request for a partial withdrawal of less than \$300, or where the request violates the provisions of Sections 2.10 or 3.06. If a withdrawal made under this Section would result in an Annuity Account Value of less than \$500, we will so advise you and reserve the right to pay the Annuity Account Value to you and terminate this Contract.

*The following language replaces the existing language in the Section:*

**SECTION 2.09 FREE CORRIDOR AMOUNT.** The term “Free Corridor Amount” means an amount equal to the excess, if any, of (i) 10% of the sum of the Annuity Account Value on the Transaction Date over (ii) cumulative prior withdrawals made pursuant to the Section 2.07, “Partial Withdrawals” in the current Contract Year or pursuant to the repayment of interest or principal on a loan in the current Contract Year.

*The following language replaces the existing language in the Section:*

**SECTION 2.10 RESTRICTIONS ON WITHDRAWALS, DISTRIBUTIONS AND**

**OTHER PAYMENTS.** *General.* No amount may be withdrawn, distributed or paid from this 403(b) Contract unless and until permitted under the Plan and the Code. We will not process withdrawals or other transactions unless we receive contemporaneous documentation acceptable to us that such transaction is permitted under the Plan.

If permitted by the Plan, and as reported to us by the Employer or the Employer's Designee, you may choose the source of a transaction, that is, whether a withdrawal, transfer, loan or other distribution permitted under the Plan and this 403(b) Contract will be made from the Roth Elective Deferral Contribution separate account or from other accounts maintained under this Contract.

*Definitions used in this Section:*

*Salary Reduction Contribution Restricted Amounts.* The amounts described in this Section which are attributable to Salary Reduction Contributions (Elective Deferral Contributions) and which are subject to the restrictions described in Section 403(b)(11) of the Code and this Section (hereafter referred to as "Salary Reduction Contribution Restricted Amounts"):

*Grandfathered Salary Reduction Contribution Amounts.* The amount of your December 31, 1988 account balance, if any. If this 403(b) Contract was issued after December 31, 1988, "Grandfathered Salary Reduction Contribution Amount" refers to the amount of your December 31, 1988 account balance, if any in a 403(b) Plan Funding Vehicle, provided in documentation acceptable to us on the direct transfer of such amount to this 403(b) Contract.

*Restrictions on Amounts Attributable to Salary Reduction Contributions*

The restrictions of this paragraph apply to these funds:

Any funds attributable to Contributions made pursuant to a salary reduction agreement with the Employer, including earnings on such Salary Reduction Contributions, less any "Grandfathered Salary Reduction Contribution Amount" as defined above in this Section.

Withdrawals, distributions or other payments of Salary Reduction Contribution Restricted Amounts may not be made until you (i) reach age 59 1/2, (ii) have a severance from employment with the Employer; (iii) die; (iv) become "disabled" under Section 72(m)(7) of the Code; (v) suffer hardship under Section 403(b)(11) of the Code, or (vi) meet the conditions and limitations under any other circumstances permitted under Section 403(b)(11) of the Code. Withdrawals of Salary Reduction Contributions (but not any earnings credited thereon) may be made in the case of hardship. If you request a withdrawal of Salary Reduction Contribution Restricted Amounts on the grounds of disability or hardship you must furnish to us proof of such disability or

hardship as may be required by the Plan, the Code, and applicable Treasury Regulations in a form satisfactory to us.

*Restrictions on Amounts Attributable to Transfers from Custodial Accounts*

All amounts in this 403(b) Contract attributable to Contributions directly transferred from a custodial account under section 403(b)(7) of the Code, or indirectly transferred from a custodial account (Contributions first directly transferred from a Section 403(b)(7) custodial account into a Section 403(b)(1) annuity contract and subsequently directly transferred into this 403(b) Contract) are treated like “Salary Reduction Contribution Restricted Amounts.” Hardship withdrawals may be made only from Salary Reduction Contributions, and cannot be made from other Contributions nor any credited earnings.

*Other Restrictions on Distributions; Restrictions on Other Amounts*

If this Contract is purchased pursuant to an ERISA Plan, the Section on “Special Annuity and Spousal Consent Rules” also applies to a request for any withdrawal, distribution, payment or transfer from this Contract.

The following restriction applies to Contracts issued after December 31, 2008, and to any amounts under the Contract which are neither attributable to (i) Salary Reduction Contributions nor (ii) non-Roth employee after-tax Contributions. In-service distributions prior to your severance from employment of any amounts in the preceding sentence may be made on the prior occurrence of a specified event, after a fixed number of years, the attainment of a stated age, or specified disability only if and as provided under the Plan. This restriction also applies to Contracts issued before December 31, 2008, where the Employer or Employer’s Designee reports in a manner acceptable to us that amounts are restricted from distribution under the terms of the Plan.

*Distributions that may be made from this 403(b) Contract*

Distributions may be made from this 403(b) Contract when we receive documentation acceptable to us that the following distributions are permitted or required under the Plan or Code:

This 403(b) Contract has been issued under an automatic enrollment provision in the Plan and you request a distribution of the amounts under this Contract within 90 days of the first Contribution;

A distribution must be made from the sources or types of Contribution in the amount necessary to correct any excess deferrals or other excess contributions as provided in the “Contributions” Section of this Contract;

A distribution must be made pursuant to a qualified domestic relations order in accordance with Treasury Regulation §1.403(b)-10(c);

You are requesting a distribution from non-Roth after-tax employee Contributions separately accounted for;

You are requesting a distribution from rollover Contributions separately accounted for;

The Plan is terminating under Treasury Regulation §1.403(b)-10(a) and requires distribution of all accumulated benefits under the Plan; or

Any other distribution under the conditions permitted under the Code.

### *Transfers*

If and as permitted both under the Plan and the recipient plan or 403(b) Funding Vehicle, you may request us to directly transfer any amounts from this 403(b) Contract for the purposes of a contract exchange under the same Plan, a plan-to-plan direct transfer, or a transfer to purchase permissive service credit. We will not process transfers until we receive the documentation we require, which may include information that is required to be exchanged under an information sharing agreement. Withdrawal Charges or transaction charges described in the Section, "Charges for Partial Withdrawals" will be imposed on transfers. Transfers of Cash Value while you have an outstanding loan are limited as described in Section 2.13, "Loans."

*The following language replaces the existing language in the Section:*

**SECTION 2.12 DEATH BENEFIT.** Payment of the death benefit is subject to the "Required Minimum Distribution" rules of Sections 403(b) and 401(a)(9) of the Code. See Section 3.07 B, "Required Minimum Distribution Rules-Payments after Your Death". Upon receipt of due proof of your death before the Retirement Date, any required instructions, information and forms necessary to effect payment, we will pay to the beneficiary designated to receive such payment, pursuant to Section 4.04, the "Beneficiary" Section of this Contract, the amount of death benefit payable. The amount of the death benefit is equal to the greater of (i) the Annuity Account Value less any outstanding loan and (ii) the minimum death benefit. Such minimum death benefit is the sum of all Contributions made pursuant to Section 2.01 (before reduction for any Applicable Tax Charge) less any withdrawals made pursuant to Section 2.07. Any such withdrawal will reduce the minimum death benefit (as adjusted by any previous such withdrawal) by an amount which is in the same proportion as the amount that was withdrawn is to the Annuity Account Value. If, in accordance with the provisions of Section 2.01, the Cash Value of another annuity contract issued by us, or one of our affiliated or subsidiary life insurance companies, which provides for a death benefit before retirement is equal to the greater of the contract Cash Value or alternate amount based on premiums paid or Contributions made under the annuity contract, is transferred to this Contract, such Cash Value or an alternative amount as of the date of transfer, will be included in the "sum of all Contributions" in lieu of the amount of Cash Value transferred for purposes of the death benefit under this Contract.

We will pay the death benefit to the beneficiary in the form of an Annuity Benefit if you have made the election described in the last paragraph of Section 4.04. Also, in accordance with the last paragraph of Section 4.04, if no such election is in effect at your death, we will pay the death benefit to the beneficiary in a single sum, unless the beneficiary elects, before we pay the death benefit, to apply the death benefit to an Annuity Benefit, for Plans subject to Title I of ERISA.

Distributions pursuant to this Section are subject to the terms of the Plan and for Plans subject to Title I of ERISA, the “Special Annuity and Spousal Consent” rules set forth in Section 3.06 of this Contract..

Upon payment of the death benefit, the amount you have in the Divisions and the Annuity Account Value shall be zero. We will be released from any and all liability for payments with respect to the Contributions from which the Annuity Account Value arose.

The death benefit will not be paid under this Section 2.12 if the “Beneficiary Continuation Option” under Section 2.12A is in effect.

*The following language replaces the existing language in the Section:*

#### **SECTION 2.12A, BENEFICIARY CONTINUATION OPTION**

Except as otherwise provided in this Section 2.12A, this Section 2.12A will apply only if you die before the Retirement Date, and the beneficiary(ies) named in Section 4.04, the “Beneficiary” Section of this Contract, is an individual.

With the exception of the following paragraph, this Section 2.12A does not apply to any beneficiary that is not an individual, and that non-individual beneficiary’s portion of the Death Benefit described in Section 2.12, the “Death Benefit” Section of this Contract, is payable to that beneficiary.

This Section 2.12A applies to a non-individual beneficiary only if it is a “see-through trust”. A “see-through trust” is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. A trust with only individual beneficiaries may continue this Contract after your death if:

1. the trust is the only beneficiary under this Contract;
2. all the beneficiaries of the trust are individuals;
3. the trust qualifies as a designated beneficiary for purposes of the Required Minimum Distribution rules of the Code; and
4. the trust provides us the documentation that we require within the time period we require.

If such a “see-through trust” described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the beneficiary named pursuant to the “Beneficiary” Section of

this Contract, and the “see-through trust” elects to continue the Contract, the oldest trust beneficiary is the “continuation beneficiary” and the individual whose life expectancy is used to measure payments required after your death as described in Section 3.07, “Required Minimum Distribution Rules - Payments After Your Death”.

If this Section 2.12A applies and there is more than one beneficiary, the Annuity Account Value (and any other interest under the Contract described in the Section, “Required Minimum Distribution Rules”) will be apportioned among your beneficiaries as you designate pursuant to Section 4.04, the “Beneficiary” Section of the Contract.

If the beneficiary qualifies to continue this Contract, and we receive that beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that beneficiary may continue your Contract pursuant to this Section 2.12A under the terms set forth in (a) through (h) below. Each such beneficiary electing to continue his or her portion of the interest under the Contract is a “continuation beneficiary”. “For any beneficiary who does not timely elect to be a continuation beneficiary, we will pay that beneficiary’s share of the death benefit pursuant to Section 2.12, the “Death Benefit” Section of the Contract, in a lump sum”.

The terms of the Beneficiary Continuation Option are as follows:

- a. the Contract cannot be assigned and must continue in your name for the benefit of your continuation beneficiary.
- b. as of the date we receive satisfactory proof of your death and all written documentation necessary to make a claim under the Contract, we will compare the Annuity Account Value and the minimum death benefit as of this date (the reset date, if applicable). If the Annuity Account Value is less than the minimum death benefit, we will reset the Annuity Account Value to equal such death benefit. The minimum death benefit is the sum of all your Contributions less the amount of any outstanding loan and less any withdrawals in accordance with Section 2.12 of this Contract.

If there are multiple beneficiaries, the reset date will be the date on which we receive the documentation as described in subparagraph (b). Any beneficiary subsequently electing a death benefit will receive the applicable payment amount.

The death benefit provision ends after the Beneficiary Continuation Option is elected.

- c. the continuation beneficiary will automatically become the Annuitant with respect to that continuation beneficiary’s portion of the Annuity Account Value and any other interest under the Contract.
- d. the continuation beneficiary may transfer amounts among the Divisions.

- e. the continuation beneficiary cannot make any additional Contributions to the Contract.
- f. distributions to the continuation beneficiary will be made in accordance with “Required Minimum Distribution Rules-Payments After Your Death” described in Section 3.07. If there is more than one continuation beneficiary, payments to each will be based on the individual life expectancy of each continuation beneficiary.
- g. the continuation beneficiary may withdraw the Annuity Account Value apportioned to such continuation beneficiary at any time; withdrawals made after we have received a continuation beneficiary’s election to continue this contract are not subject to a withdrawal charge.
- h. Upon a continuation beneficiary's death, we will make a lump sum payment to the person designated by the deceased continuation beneficiary to receive that deceased continuation beneficiary’s portion of the Annuity Account Value, if any remains. In the alternative, the deceased continuation beneficiary’s designated beneficiary may elect to continue the payment method originally elected by the deceased continuation beneficiary in accordance with paragraph (b)(1) or (b)(2) of the Section, “Required Minimum Distribution Rules-Payments After Your Death”.

*The following language replaces the existing language in the Section, if applicable:*

## **SECTION 2.13 LOANS.**

*General.* If and as permitted by the Plan and your Contract prior to your Retirement Date, you may request a loan. Your loan is subject to the terms of the Plan and the Code. Future restrictions in the Code may require changes in the terms and availability of loans.

We reserve the right not to permit a new loan if you have previously defaulted on a loan and have not fully repaid the outstanding amount due.

A loan is effective on the date we specify, according to our then current procedures, after we approve your Loan Request Form. Your Loan Request Form together with your loan confirmation notice will be your loan agreement and will contain all the terms of the loan which apply, including the amount of the loan, interest rate and the repayment due dates.

Only one outstanding loan is permitted at a time under this Contract.

### *Loan Amount:*

*(i) This item (i) applies to your TSA Contract if an ERISA Plan does apply:*

The minimum loan amount will be stated on the Loan Request Form. In no event will the minimum amount of a loan be less than \$1,000.

*(ii) This item (ii) applies to your TSA Contract if a non ERISA Plan does apply*

The minimum loan amount will be stated on the Loan Request Form. In no event will the minimum amount of a loan be less than \$3,000.

The maximum amount of a loan will be determined as follows. The amount of the loan may not be more than (i) 80% of the Annuity Account Value of this Contract, if such total Annuity Account Value is greater than or equal to \$3,750 and less than \$12,500, (ii) \$10,000, if the Annuity Account Value is greater than or equal to \$12,500 and less than \$20,000, and (iii) 50% of the Annuity Account Value if the Annuity Account Value is greater than or equal to \$20,000. For this purpose, the Annuity Account Value is taken as of the Loan Effective Date. The loan amount requested cannot exceed the maximum loan amount permitted under the Plan and Section 72(p) of the Code. The maximum loan amount is limited to the maximum amount aggregated for all plan loans which you have outstanding under all qualified plans of your Employer and other 403(b) Plan Funding Vehicles under the Plan, as required by Section 72(p) of the Code.

The maximum loan amount permitted under the Code may not be more than the lesser of (A) or (B) below:

(A) \$50,000, less the highest outstanding balance of loans under any other 403(b) Plan Funding Vehicles or any other qualified plan that you have with the Employer during the one-year period ending on the day before the Loan Effective Date, over the outstanding balance of loans under any 403(b) Plan Funding Vehicles or other qualified plan of your Employer on the Loan Effective Date.

(B) The greater of (i) one half the present value of your nonforfeitable accrued benefit under all of the 403(b) Plan Funding Vehicles or other qualified plans of your Employer or (ii) \$10,000.

**Loan Term.** The loan term will be for a maximum of five years. If you state on the Loan Request Form that the purpose of the loan is to purchase your principal residence, your loan term will be for a maximum of ten years. Repayment of the loan may be accelerated and full repayment of any unpaid principal and interest will be required upon the earliest of (i) the election and commencement of Annuity Benefits under Section 3.03, (ii) the date the Contract terminates due to a total withdrawal of the Cash Value under Section 2.06, (iii) the date a death benefit becomes payable under Section 2.12, or (iv) any date we determine that the Code requires acceleration of the loan repayment so that the Federal income tax status of your Contract is not adversely affected.

**Loan Reserve Account.** On the Loan Effective Date, we will transfer to a "Loan Reserve Account" an amount equal to the sum of (1) the loan amount, which will earn interest at the "Loan Reserve Account Rate" during the loan term but in no event less than the minimum Guaranteed Interest Rate, as defined in the Contract; and (2) 10% of the loan amount, which will earn interest at the Guaranteed Interest Rate.



The “Loan Reserve Account Rate” will equal the loan interest rate (see the Subsection below) minus 2%, or such other percentage which is determined according to our then current procedures and which is not greater than permitted under any current applicable state or federal law.

You may specify on the Loan Request Form from which Division(s) the Loan Reserve Account will be funded. If permitted by the Plan, and as reported to us by the Employer or the Employer’s Designee, you may choose the source of a transaction, that is, whether a loan permitted under the Plan and this 403(b) Contract will be made from the Roth Elective Deferral Contribution separate account or from other accounts maintained under this Contract. In the absence of your direction, or if your directions cover only part of the amount required to be transferred to the Loan Reserve Account, we will transfer the required (or additional required) amounts from each Division in proportion to the amount that you have in such Divisions. On the first day of the third month following the effective date of the loan and quarterly thereafter (or first business day thereafter, if such day is not a business day), the amount of interest earned at the Loan Reserve Account Rate annually during the prior quarter will be transferred to the portion of the Loan Reserve account that earns interest at the Guaranteed Interest Rate.

You may not make any partial withdrawals or transfers among the Investment Divisions or to another 403(b) funding arrangement or qualified employer plan from the Loan Reserve Account until after repayment of the principal amount then due, including interest due but not paid.

*Loan Interest Rate:*

*(i) This item (i) applies to your TSA Contract if it is a part of a non ERISA Plan:*

We will from time to time set the effective annual rate at which interest on a loan will accrue daily (the “loan interest rate”). Such rate will be not greater than any maximum rate required under any current applicable state or federal law.

*(ii) This item (ii) applies if your TSA Contract is part of an ERISA Plan:*

We will from time to time determine the loan interest rate at which interest on a loan will accrue daily; however, if requested by the Employer or the Employer’s Designee, we will substitute the rate requested by the Employer or the Employer’s Designee, subject to any limitations imposed by law. The rate so determined by us will be a reasonable rate set in accordance with Department of Labor Regulations Section 2550.408b-1(e), and will be based on prevailing rates available at the date of determination on loans charged by persons in the business of lending money for loans which would be made under similar circumstances. Such rate will not be greater than any maximum rate required under any current applicable state or federal law.

*Repayments.* The loan must be repaid according to the repayment schedule, which will require that substantially level amortization payments of principal and interest be made no less frequently than quarterly, unless otherwise required or permitted by law. The loan may be repaid

in full at any time, including interest due. We will apply payments first to interest due, with the balance applied towards repayment of the loan principal. After any repayment is made, including full repayment of the loan, the principal amount repaid will be transferred from the Loan Reserve Account to the Guaranteed Interest Division and may be withdrawn (if otherwise permitted), transferred to another Investment Division, or applied to an annuity as described in Part III, "Annuity Benefits and Required Minimum Distributions".

*Default.* By each repayment due date (or a specified date thereafter in accordance with our then current procedures) if the amount of the loan repayment is less than the amount due or the loan repayment is not received at our Processing Office, we will treat the loan as being in default. We will treat the entire unpaid balance of the loan at that time, including interest due but not paid, as a deemed distribution for Federal income tax purposes.

We reserve the right, however, to change our procedures at any time. We also reserve the right to deduct any Withdrawal Charges that may apply and any required tax withholding.

If the amount in the Loan Reserve Account is not subject to the restrictions described in Section 2.10, "Restrictions on Withdrawals, Distributions, and Payments," on your default we reserve the right to deduct from the Loan Reserve Account an amount equal to the interest and principal payments due, plus any Withdrawal Charges that apply and any required tax withholding.

If the amount in the Loan Reserve Account is subject to the restrictions described in Section 2.10, "Restrictions on Withdrawals, Distributions, and Payments", on your default we will designate in the Loan Reserve Account an amount equal to the unpaid balance (interest and principal payments due) at the time of the default. When your Contract is no longer subject to the withdrawal restrictions of Section 2.10, "Restrictions on Withdrawals, Distributions, and Payments" we will have the right to foreclose on this amount, and deduct any Withdrawal Charges that would have applied at the time of the default, plus any interest due, and any required tax withholding. This will be no later than the date you reach age 59 1/2 or we are notified in writing that another event has occurred which would permit Restricted Amounts to be paid. (Such an event includes a severance from employment with the Employer, disability or death.)

*Changes.* We have the right to change the loan terms, as long as any such change is made to maintain compliance with the terms of any law that apply to this Contract.

*The following new Section is added:*

**SECTION 2.14 PLAN OPERATING EXPENSE.** If we are instructed by your Employer or your Employer's Designee to withdraw a Plan Operating Expense from your Annuity Account Value, we will withdraw the specified amount on the last Business Day of each calendar quarter, or at any other time to which we agree, and remit the proceeds in accordance with instructions from your Employer or your Employer's Designee. Such instructions may be given by you in the absence of instructions from your Employer or your Employer's Designee, in which event we

will remit the proceeds to the Plan's duly authorized administrator. AXA Equitable shall have no responsibility for determining that this fee is necessary and proper under the terms of the Plan. Withdrawals in accordance with this paragraph are not considered withdrawals for purposes of the Sections of the Contract, "Partial Withdrawals and "Charges for Partial Withdrawals".

### ***PART III – BENEFITS***

The title of this Part III is changed to "Annuity Benefits and Required Minimum Distributions".

*The following language is added at the beginning of the Section:*

This "Annuity Benefits and Required Minimum Distributions" Part of the Contract is also subject to the "Restrictions on Withdrawals, Distributions, and Other Payments" Section of the Contract. To the extent that any payment, benefit or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

*The following language replaces the existing language in the Section:*

**SECTION 3.04 AMOUNT OF ANNUITY BENEFITS.** If you elect, pursuant to the first or third paragraph of Section 3.03, to receive an Annuity Benefit in lieu of the Cash Value, the amount applied to provide the Annuity Benefit will be (i) the Annuity Account Value if the payments under the annuity form involves life contingencies, or (ii) the Cash Value if the Annuity Form elected does not involve life contingencies.

The amount applied to provide an Annuity Benefit may be reduced by any Applicable Tax Charge on annuity considerations, as we determine. If we have previously deducted any applicable tax charge from Contributions as provided in Section 2.01, we will not again deduct charges for the same taxes before application to provide an Annuity Benefit, unless a change in applicable law has occurred with respect to your Contract. The balance shall purchase the Annuity Benefit on the basis of either (i) the Table of Guaranteed Annuity Payments shown below or (ii) our current individual annuity rates for payment of proceeds, whichever rates would provide a larger benefit with respect to the payee. Regardless of the basis used, your Contract will be governed by our supplementary contract then in effect.

The amount to be applied to provide an Annuity Benefit will, in addition to any tax charge reduction, be reduced by an administrative charge. The amount of such charge will be determined from time to time in accordance with our general practices applicable on a uniform basis to all contracts of the same type as this Contract.

After the application of an amount to provide an Annuity Benefit, the amounts you have in the Divisions and the Annuity Account Value shall be zero.

The Tables of Guaranteed Annuity Payments set forth the minimum amount of monthly income that \$1,000 of Annuity Account Value will provide under the terms of the Contract as indicated

on either the Life Annuity Form or the Joint and Survivor Life Annuity Form (with 100% of the amount of your payment continued to your spouse). The amount of income provided under the Fixed Annuity Benefit payable on the Life Annuity Form and Joint and Survivor Life Annuity Form, are based on 2.5% interest and the 1983 Individual Annuity Mortality Table "a" projected with modified Scale "G" adjusted to a unisex basis based on a 20%-80% split of males and females, at pivotal age 55.

If a variable annuity form is available from us, then the amounts required will be calculated by us based on the 1983 Individual Annuity Mortality Table "a" projected with modified Scale "G" and a modified two year age setback and a 20%-80% split of males and females, at age 55 and an Assumed Base Rate of Net Investment Return of 3.5% or 5%, whichever will apply, as we will inform you.

We will calculate amounts required for ages or for annuity forms not shown or for other annuity forms on the same actuarial basis.

*The following language replaces the existing language in the Section:*

**SECTION 3.05 PAYMENT OF BENEFITS.** Evidence of each payee's survival must be furnished to us either by personal endorsement of the check drawn for payment or by other means satisfactory to us.

If a benefit payment under the terms of this Contract was based on information that is subsequently found to be incorrect, your benefit will not be invalidated, but an adjustment on the basis of the correct information will be made in the amount of the benefit payments, or any amount used to provide the benefit, or any combination thereof. Overpayments by us will be charged against and underpayments will be added to any payments thereafter falling due under the terms of this Contract with respect to the payee, affecting as many such payments as are necessary to correct the overpayment or underpayment. Our liability, with respect to a payee, is limited to the correct information and the actual amounts used to provide the benefits then in force with respect to the payee under this Contract.

If we receive evidence satisfactory to us that (i) a payee entitled to receive any payment under the terms of this Contract is physically or mentally incompetent to receive such payment or is a minor, (ii) another person or an institution is then maintaining or has custody of such payee, and (iii) no guardian, committee, or other representative of the estate of such payee has been appointed, we may make the payments (in the case of a minor, at a rate not exceeding \$200 a month) to such other person or institution, and will thereupon be fully discharged from all liability with respect thereto.

If a variable annuity form made available by us provides for payment for a period certain, such as 120 or 180 months, and thereafter during the remaining lifetime of one person, or of at least one of two persons, a payee for payments thereunder may elect, without the concurrence of any other person, to receive the commuted value of any remaining payments, provided no person upon whose life the income depends is surviving.

Upon your election, pursuant to Section 3.03, of an annuity form providing payments for a period certain, you may designate (with the right to change such designation) a person or persons to receive any payments that may become due after the death of the person or persons upon whose life or lives the income may depend.

The payee may designate (with the right to change such designation and without the concurrence of any other person) a payee to receive any payments or installments payable after such payee's death, if the absence of such a designation would result in a single sum payment to such payee's estate in accordance with the following paragraph.

If at the death of any payee there is no designated person living entitled to receive any remaining payments or installments, we will pay in a single sum to such payee's estate the commuted value of any remaining payments or installments. The commuted value of any such remaining payments will be determined on the basis of compound interest at the rate utilized in the actuarial rate basis applicable in determining the annuity amount.

If the amount to be applied hereunder is less than \$2,000, or would result in an initial payment of less than \$20, we may pay the amount to the payee in a single sum instead of applying it under the annuity form elected pursuant to Section 3.03.

Payments under annuity forms with life contingencies terminate with the last payment due before the death of the person or persons upon whose life the income depends or the end of the certain period, whichever is later. We will require satisfactory evidence of the age of any person upon whose life an annuity form depends.

### **TABLES OF GUARANTEED ANNUITY PAYMENTS**

(Based on Age Nearest Birthday on due Date of First Payment)

### **TABLES OF GUARANTEED ANNUITY PAYMENTS**

Amount of Fixed Annuity Benefit Payable on the Joint and Survivor Life Annuity Form (with 100% of the amount to continue to the spouse) provided by an application of \$1,000.

Age	60	61	62	63	64	65	66	67	68	69	70
60	3.32	3.35	3.37	3.40	3.42	3.44	3.46	3.48	3.50	3.52	3.54
61		3.37	3.40	3.42	3.45	3.47	3.50	3.52	3.54	3.56	3.58
62			3.43	3.45	3.48	3.50	3.53	3.55	3.58	3.60	3.62
63				3.48	3.51	3.54	3.56	3.59	3.62	3.64	3.67
64					3.54	3.57	3.60	3.63	3.65	3.68	3.71
65						3.60	3.63	3.66	3.69	3.72	3.75
66							3.66	3.70	3.73	3.76	3.79
67								3.73	3.77	3.80	3.83
68									3.80	3.84	3.88
69										3.88	3.92
70											3.96

**TABLES OF GUARANTEED ANNUITY PAYMENTS (continued)**

ANNUITY BENEFIT PAYABLE ON THE LIFE FORM  
(PROVIDED BY AN APPLICATION OF \$1,000)

<u>AGE</u>	<u>FIXED ANNUITY BENEFIT</u>	<u>VARIABLE ANNUITY BENEFIT IF ASSUMED BASE RATE OF NET INVESTMENT RETURN IS</u>	
	2.5%	3.5%	5.0%
60	3.80	4.26	5.18
61	3.87	4.32	5.24
62	3.95	4.38	5.31
63	4.03	4.45	5.37
64	4.11	4.53	5.44
65	4.20	4.61	5.52
66	4.29	4.69	5.60
67	4.39	4.78	5.68
68	4.50	4.87	5.78
69	4.61	4.97	5.87
70	4.73	5.07	5.98

We will notify the payee, with respect to each payment under a Variable Annuity Benefit, the number of Annuity Units and the Average Annuity Unit Value used in determining the amount of each variable payment. Such notice will be mailed with each payment.

Any election, change, revocation or designation shall be made, and will take effect on the Transaction Date, in the same manner as a change of beneficiary, as described in Section 4.04.

If a commutation right under an Annuity Benefit is exercised, we may defer payment in accordance with Section 4.07.

*The following language replaces the existing language in the Section:*

**SECTION 3.06 SPECIAL ANNUITY AND SPOUSAL CONSENT PROVISIONS.** If this Contract is issued pursuant to a Plan subject to Title I of ERISA, then the provisions of this Section shall supersede any contrary provisions in this Contract. If you are married, your interest in the Contract shall be paid in the Normal Form joint and survivor annuity, and if you are unmarried, your interest shall be paid in the Normal Form life annuity, unless you elect otherwise as described in this Section. If you are married and die before payment of your interest has commenced, your interest shall be paid to your surviving spouse in the form of a life annuity, unless at the time of your death there was a contrary election made pursuant to this Section. The foregoing notwithstanding, your surviving spouse may elect, before payment is to commence, to have payment made in any form permitted under the terms of this Contract and the Plan.

You may elect, at any time within the 90 consecutive day period before the first day of the first period for which your interest is paid as an annuity or in any other form, not to have your interest paid in the Normal Form, in which case it shall be paid in any other form elected under the terms of this Contract and the Plan. If such interest is to be paid to your spouse upon your death, you may elect, during the period beginning on the first day of the plan year of the Plan in which you attain age 35 (or, if you separate from service prior to that plan year, beginning on the date of separation) and ending with your death, for a beneficiary other than your spouse to receive payment of the value of your interest. In addition, if you will not yet attain age 35 by the end of any current plan year, you may make a special qualified election to designate a beneficiary other than your spouse to receive payment of the value of your interest, which special qualified election shall be effective for the period beginning on the date of such election and ending on the first day of the plan year in which you attain age 35. Amounts payable in accordance with this Section will be automatically reinstated as of the first day of the plan year in which you attain age 35 unless a new election designating a beneficiary other than the spouse is made in accordance with the requirements of this Section.

Any election described in the foregoing paragraph must be consented to by your spouse in writing before a notary or a representative of the Plan unless you can prove that there is no spouse or that the spouse cannot be located. Also, if you have become legally separated from your spouse or have been abandoned (within the meaning of local law) and have a court order to such effect, spousal consent is not required unless a qualified domestic relations order provides otherwise. Your election must designate a specific beneficiary (including any class of beneficiaries or any contingent beneficiaries) that may not be changed without further consent of the spouse, unless the spouse's consent expressly permits designation by you without further consent of the spouse. The spouse's consent under this section shall acknowledge the effect of the election. In addition, the spouse's consent (or the establishment that the consent of the spouse may not be obtained) shall only be valid with respect to such spouse. Your waiver of the Normal Form joint and survivor annuity shall not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent (or the spouse expressly permits designations by you without any further spousal consent). A consent that permits designations by you without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific beneficiary and a specific form of benefit where applicable, and that the spouse voluntarily elects to relinquish either or both of such rights. If you make an election under this Section, you may revoke that election, without spousal consent, at any time before the first day of the first period for which an amount is paid as an annuity or in any other form.

The provisions requiring spousal consent in this Section shall also apply with regard to your election to terminate this Contract or make partial withdrawals pursuant to Sections 2.06 and 2.07, and with respect to a beneficiary designation set forth in Section 4.04. A spouse's written consent, witnessed by a representative of the Plan or a notary public, must be given on a form acceptable to the Employer and us, within the 90 consecutive day period prior to any such payment or withdrawal, or beneficiary designation, unless you can show that you have no spouse or that the spouse cannot be located.

If the Annuity Account Value applied to provide the spousal benefits on the date payment is to commence is in the aggregate less than \$5,000, we may choose to make payment in a single sum rather than in the form of a Qualified Joint and Survivor Annuity or Life Annuity as described herein. Upon any payment made pursuant to this Section, we will be released from any and all liability for payment with respect to the Contributions made for you.

*The following new Section is added:*

**SECTION 3.07 REQUIRED MINIMUM DISTRIBUTION RULES.** This Contract is subject to the "Required Minimum Distribution" rules of Sections 403(b) and 401(a)(9) of the Code, including the Treasury Regulations which apply. To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

Subsection A below describes the Required Minimum Distribution payments to be made during your lifetime. Subsection B below describes the Required Minimum Distribution payments to be made after your death, if you die before your entire interest in this Contract is distributed to you.

The Required Minimum Distribution rules may be satisfied by either electing an Annuity Benefit or by taking withdrawals at least annually from or with respect to your entire interest in this Contract, all as subject to these rules.

If you choose annual withdrawals, your annual Required Minimum Distribution payments calculated for this Contract may be made from this Contract or from another 403(b) Plan Funding Vehicle that you maintain, pursuant to Treasury Regulations. If you do not take Required Minimum Distribution payments from this Contract, we will assume that you are taking them from another 403(b) Plan Funding Vehicle that you maintain.

**A. REQUIRED MINIMUM DISTRIBUTION RULES – PAYMENTS DURING YOUR LIFE**

Except as otherwise noted in this Subsection A, your entire interest in this Contract will be distributed, or begin to be distributed, no later than your Required Beginning Date. For purposes of this Subsection A your Required Beginning Date is April 1 of the calendar year following the later of these two choices: (a) the calendar year you reach age 70 1/2 or (b) the calendar year you retire from employment with the Employer.

If this Contract was purchased with a direct transfer of funds from another 403(b) Plan Funding Vehicle and you informed us at the time of purchase of the amount of your December 31, 1986 account balance transferred to this Contract, distribution of the amount of your December 31, 1986 account balance transferred to this Contract must begin by age 75.

Your Required Minimum Distribution payment may be computed under any of the methods permitted under Section 401(a)(9) of the Code, including payments over your life, or the lives of you and your named beneficiary, or a period certain not extending beyond your life expectancy, or the joint and last survivor expectancy of you and your named beneficiary. Payments must be



made as required by the Required Minimum Distribution rules, including “incidental death benefit” rules described in the Treasury Regulations.

### **Manner of Payment**

You may satisfy the Required Minimum Distribution rules by applying any portion of your entire interest under this Contract to an Annuity Benefit which satisfies Treasury Regulation Section 1.401(a)(9)-6, or any successor Regulation. The distribution periods described in the preceding paragraph cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Treasury Regulations or any successor Regulation. If such an Annuity Benefit is elected after your Required Beginning Date, the first payment interval must begin on or before the date amounts are applied to the Annuity Benefit and the payment required for one payment interval must be made no later than the end of such payment interval.

These “lifetime” Required Minimum Distribution payments must be made in periodic payments at intervals of no longer than 1 year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9) of the Treasury Regulations or any successor Regulation. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of §1.401(a)(9)-6 or any successor Regulation.

To the extent that distributions have not begun in the form of an annuity on an irrevocable basis (except for acceleration) lifetime distributions of your interest in this Contract must be made as follows:

The lifetime Required Minimum Distribution amount to be distributed for each calendar year for which a distribution is required is the lesser of:

- (a) the quotient obtained by dividing your interest in this Contract (determined in accordance with Treasury Regulations) by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation, using your attained age as of your birthday in the calendar year for which the distribution is required; or
- (b) if your sole designated beneficiary for the calendar year for which the distribution is required is your spouse, the quotient obtained by dividing your interest in this Contract (determined in accordance with Treasury Regulations) by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation, using your respective attained ages as of your respective birthdays in the calendar year for which a distribution is required.

For purposes of these Required Minimum Distribution rules, prior to commencement of annuity payments under this Contract on an irrevocable basis, your entire interest under this Contract as of any valuation date includes the dollar amount credited under this Contract plus the actuarial value of any other benefits (such as minimum survivor benefits) that will be provided under this Contract.

**B. REQUIRED MINIMUM DISTRIBUTION RULES – PAYMENTS AFTER YOUR DEATH**

(a) *Death On or After Lifetime Required Minimum Distribution Payments Begin.* If you die on or after lifetime Required Minimum Distribution payments begin, the remaining portion of your interest will continue to be distributed at least as rapidly as under the Annuity Benefit or other option chosen under this Contract.

(b) *Death Before Lifetime Required Minimum Distribution Payments Begin.* If you die before lifetime Required Minimum Distribution payments begin, your entire interest will be distributed at least as rapidly as follows:

(1) If your beneficiary is an individual other than your surviving spouse as described in the immediately following paragraph, your entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the beneficiary may elect to take distribution of your entire interest in accordance with this Subsection B, paragraph (b)(3) below.

(2) If your sole beneficiary is your surviving spouse, your entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life. In the alternative, your surviving spouse may elect to take distribution of your entire interest in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

(3) If there is no individual designated as beneficiary, or if the applicable beneficiary chooses this alternative, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under this Subsection B, paragraph (b)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being

made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. For calendar years for which a distribution is required after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (b)(2) of this Subsection B and reduced by 1 for each subsequent year.

(c) For purposes of paragraphs (a) and (b) of this Subsection B above, Required Minimum Distributions are considered to commence on your Required Beginning Date defined above in Subsection A or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, then required distributions are considered to commence on the annuity starting date.

To the extent that distributions have not begun in the form of an annuity on an irrevocable basis (except for acceleration) distributions of your interest in this Contract after your death must be made in accordance with the following sentences. The Required Minimum Distribution for each calendar year for which a distribution is required after the year of your death is the quotient obtained by dividing your interest in this Contract (determined under Treasury Regulations) by the remaining life expectancy of the applicable beneficiary, determined as provided above. The rules applicable to the determination of your entire interest under this Contract in Subsection A also apply. That is, for purposes of these Required Minimum Distribution rules, prior to commencement of annuity payments under this Contract on an irrevocable basis, your entire interest under this Contract as of any valuation date includes the dollar amount credited under this Contract plus the actuarial value of any other benefits (such as minimum survivor benefits) that will be provided under this Contract.

#### ***PART IV – GENERAL PROVISIONS***

*The following language replaces the existing language in the Section:*

**SECTION 4.02 STATUTORY COMPLIANCE.** We reserve the right to amend the terms of this Contract without the consent of any other person in order to comply with applicable laws and regulations. Such right shall include, but not be limited to, the right to conform the terms of this Contract to reflect changes in the Code, applicable Treasury Regulations or published rulings of the Internal Revenue Service so that this Contract will continue to be an annuity contract under section 403(b) of the Code.

The benefits and values available under this Contract will not be less than the minimum benefits required by any state law that applies.

*The following language replaces the existing language in the Section:*

**SECTION 4.03 NONTRANSFERABILITY, ASSIGNMENTS, NONFORFEITABILITY.**

You may not transfer this Contract. This Contract is intended to be nontransferable within the meaning of Section 401(g) of the Code.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or be security for the performance of an obligation.

No amount payable under the Contract may be assigned, commuted, or encumbered by the payee. To the extent permitted by law, no such amount will in any way be subject to any legal process to subject the same to the payment of any claim against such payee. The foregoing will not apply to any assignment, transfer or attachment pursuant to a qualified domestic relations order as defined in section 414(p) of the Code.

Your entire interest under the Contract is nonforfeitable.

*The following language replaces the existing language in the Section:*

**SECTION 4.04 BENEFICIARY.** As of the Contract Date, you are to provide us with an initial designation of the beneficiary entitled to receive any death benefit payable pursuant to Section 2.12. You may change such designation from time to time during your lifetime, and while this Contract is in force. Any such designation or change must be made by written notice in a form satisfactory to us. A change will, upon receipt at the Processing Office, take effect as of the time the written notice was signed, whether or not you are living on the date of receipt. We will not be liable as to any payments we made before we receive any such change. If the Contract is issued pursuant to a Plan subject to Title I of ERISA then the beneficiary designations are subject to the rules set forth in Section 3.06.

You may designate one or more persons to be primary beneficiary on your death and one or more other persons to be contingent beneficiary if the primary beneficiary dies before you. Unless otherwise specified in the designation, if you have designated two or more persons as beneficiary, the beneficiary will be the designated person or persons who survive you, and if more than one survive you, they will share equally.

Unless you specifically elect in writing otherwise, we will treat each beneficiary's share of the death benefit payable as a separate account for the benefit of each beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

Any part of a death benefit payable pursuant to Section 2.12 for which there is no designated beneficiary living at the time of your death will be payable in a single sum to your surviving spouse, if any; if there is no surviving spouse, then to your children who survive you, in equal shares; or if there are no children, then to your estate.

We will pay the death benefit to the beneficiary in a single sum unless you elect in writing, that any amount that would otherwise be payable to a beneficiary in a single sum, be applied to provide an Annuity Benefit, on the form of annuity elected by you, subject to our rules then in effect. If, at the time of your death, there is no such written election in effect to apply the single sum death benefit to provide an Annuity Benefit, the beneficiary may make such an election. Any such election must meet the minimum distribution requirements under the Code, as described in Section 3.07.B of the Section "Required Minimum Distribution Rules--Payments After Your Death."

*The following language replaces the existing language in the Section:*

**SECTION 4.05 SEPARATE ACCOUNTING ON NOTIFICATION OF DISQUALIFICATION OF THE PLAN OR CONTRACT.** If we are informed in documentation acceptable to us that the Plan fails to qualify or no longer qualifies as a 403(b) plan, or that this Contract fails to qualify or no longer qualifies in whole or in part as a 403(b) Plan Funding Vehicle, we will separately account for the amounts under the Contract which are not qualified. We will have the right to terminate this Contract. We may do so, upon receipt of notice of such fact, before the Retirement Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any applicable taxes payable by you which would not have been payable with respect to an annuity contract which meets the terms of Sections 403(b) of the Code.

However, we may also, at your request, transfer or roll over the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

*The following language is added at the end of the existing Section:*

**SECTION 4.06 FUTURE CONTRIBUTIONS.** Upon written notice to the Employer, we reserve the right at our sole discretion to limit Contributions under this Contract.

*The following new Section is added:*

**SECTION 4.11 INTERACTION OF THE CONTRACT WITH THE PLAN.** The terms of the Plan do not expand the terms of this Contract and do not impose any obligations or duties on us other than those set forth in this Contract.

**AXA EQUITABLE LIFE INSURANCE COMPANY, a stock company**  
**1290 Ave of Americas, New York, N.Y. 10104**



Christopher M. Condrón  
 President and Chief Executive Officer



Karen Field Hazin, Vice President  
 Secretary and Associate General Counsel

<i>SERFF Tracking Number:</i>	<i>ELAS-125756003</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39805</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>EQUI-VEST SERIES TSA and TSU</i>		
<i>Project Name/Number:</i>	<i>EQUI-VEST SERIES TSA and TSU/2008TSA(200)</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ELAS-125756003 State: Arkansas  
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 39805  
Company Tracking Number:  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: EQUI-VEST SERIES TSA and TSU  
Project Name/Number: EQUI-VEST SERIES TSA and TSU/2008TSA(200)

## Supporting Document Schedules

**Review Status:**  
**Bypassed -Name:** Certification/Notice 07/31/2008  
**Bypass Reason:** N/A  
**Comments:**

**Review Status:**  
**Bypassed -Name:** Application 07/31/2008  
**Bypass Reason:** N/A  
**Comments:**

**Review Status:**  
**Bypassed -Name:** Life & Annuity - Acturial Memo 07/31/2008  
**Bypass Reason:** N/A  
**Comments:**

**Review Status:**  
**Satisfied -Name:** Filing Letter 07/31/2008  
**Comments:**  
Please see attached Filing Letter.  
**Attachment:**  
AR Filing Letter.pdf

**Review Status:**  
**Satisfied -Name:** Memorandum of Variable Material 07/31/2008  
**Comments:**  
Please see attached Memorandum of Variable Material.  
**Attachment:**  
Memorandum of Variable Material.pdf



Paul Bernitt  
Policy Form Manager  
Annuity Product Management & Filing  
1290 Avenue of the Americas  
Mail Drop 14E-10  
New York, NY 10104  
Phone: (212)-314-3761  
Fax: (212) 707-7911  
paul.bernitt@axa-financial.com  
www.axaonline.com

**VIA SERFF ®**

July 31, 2008

Mr. John Shields, Director-Life and Health Division  
Arkansas Insurance Department  
1200 West Third Street  
Little Rock, AR 72201-1904

**RE: AXA Equitable Life Insurance Company**

**NAIC No.:** 968-62944

**FEIN** 13-5570651

**Form No. 2008TSA(200)**

Dear Mr. Shields:

We are filing herewith for the Department's approval the above referenced TSA Annuity Endorsement. This Endorsement is new and will not replace any existing form. It will be issued to new business clients as well as to existing clients in the TSA market place. This Endorsement will be issued with Contract No. **92TSAA** and **92TSUA** that was approved on March 12, 1992.

The purpose of this Endorsement is: (1) it amends the Contract to comply with revisions made to the regulations under section 403(b) of the Internal Revenue Code for Tax-Sheltered Annuities; (2) it provides for product enhancements such as a "Beneficiary Continuation Option", the immediate availability of the "Free Corridor Amount", acceptance of "Roth Elective Deferral Contributions" or "Roth Salary Contributions" and it also adds a section on "Transfer Rules"; (3) it adds a fee for Third Party Administrative services rendered to the Employer.

As a result of the revised TSA 403(b) regulations a greater administrative responsibility has been placed on Employers who offer these types of arrangements to their employees. As a result, many Employers who are not well equipped to administer their own TSA Plans have hired a Third Party Administrator to administer their TSA Plans. The Third Party Administrator will charge the Employer a fee for their services. The Employer will then pass this fee along to its employees by requesting that the insurer deduct this fee from the employee's Annuity Account Value. This Endorsement also informs the employee how and when this charge will be deducted from their Annuity Account Value.

We have enclosed the Memorandum of Variable Material.

This Endorsement has been drafted in consultation with our senior tax counsel.

This form will be used only with variable annuities, and is therefore not subject to readability requirements.



The filing fee in the amount of \$ 20.00 has been paid through SERFF EFT.

We look forward to the Department's approval of these forms. If you have any questions, please feel free to call me collect at the above number or you may call Greg Prato at (212) 314-5710.

Sincerely,

A handwritten signature in cursive script that reads "Paul A. Bernitt". The signature is written in black ink and is positioned above the printed name and title.

Paul Bernitt  
Policy Form Manager

**AXA EQUITABLE LIFE INSURANCE COMPANY (“AXA Equitable”)**  
**Memorandum of Variable Material**  
**For Endorsement 2008TSA(200)**

=====

The following comments describe the nature and scope of the variable material contained in the Endorsement. They correspond to the bracketed area(s) that may change.

As described in the filing letter, this Endorsement will be issued with the TSA Contract referenced in our filing letter.

**ENDORSEMENT**

**1. Section 1.25 “Separate Account”**

We reserve the right to change the designated trust or investment company or to add designated trusts or investment companies as stated in Section 1.25 of this Endorsement.